

STATE OF INDIANA)
) SS: IN THE DEARBORN CIRCUIT COURT
COUNTY OF DEARBORN) CAUSE NO. 15C01-0609-CC-0040

STATE OF INDIANA,)

Plaintiff,)

v.)

AMERICAN AUTO SALES OF INDIANA, INC.,)
WALTER F. BATES, individually, and doing)
business as, American Auto Sales of Indiana, Inc.,)
and DEALER SERVICES CORPORATION,)

Defendants.)

FILED

JAN 24 2008

Phelps D. Winters
CLERK OF DEARBORN CIRCUIT COURT

**DEFAULT JUDGMENT AS TO
DEFENDANT AMERICAN AUTO SALES OF INDIANA, INC.**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment against Defendant American Auto Sales of Indiana, Inc., and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter and personal jurisdiction over the Defendant.
2. The Defendant, American Auto Sales of Indiana, Inc., was served with the complaint and summons on September 8, 2006.
3. The Defendant has failed to file an answer, plead, or request an extension of time in which to answer the State's Complaint.
4. More than twenty (20) days have elapsed since the Defendant was served with the State's complaint.

THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, American Auto Sales of Indiana, Inc. Pursuant to Ind. Code §24-5-0.5-4(c)(1), the Defendant, its agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct:

- a. selling motor vehicles without delivering vehicle titles as required by Ind. Code §9-17-3-3;
- b. misrepresenting that the sale of vehicles includes extended service contracts/warranties when warranties or contracts will not or cannot be provided as represented in violation of Ind. Code §24-5-0.5-3(a)(8);
- c. misrepresenting the terms and conditions of pay-off agreements in violation of Ind. Code §24-5-0.5-3(a)(1), and
- d. misrepresenting its ability to complete the subject of a consumer transaction within a stated or reasonable period of time in violation of Ind. Code §24-5-0.5-3(a)(10).

IT IS FURTHER ORDERED, ADJUDGED AND DECREED that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, American Auto Sales of Indiana, Inc., as follows:

- e. Restitution pursuant to Ind. Code §24-5-0.5-4(c)(2) as follows: the Court upon approval of this Default Judgment hereby directs the Indiana Bureau of Motor Vehicles to issue title for one: 2002 Nissan Frontier, 1N6ED26Y62C354039, to:

Owner: Jason Ranz
7224 Creekview
Cincinnati, OH 45247.

- f. Costs pursuant to Ind. Code §24-5-0.5-4(c)(3), awarding the Office of the Attorney General its reasonable expenses incurred in the investigation and prosecution of this action in the amount of \$1,537.50;
- g. Civil penalties pursuant to Ind. Code §24-5-0.5-4(g), for the Defendant's knowing violations of the Deceptive Consumer Sales Act; in the amount of \$80,000.00, payable to the State of Indiana; and,
- h. Civil penalties pursuant to Ind. Code §24-5-0.5-8, for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of \$8,000.00, payable to the State of Indiana.

For a total monetary judgment in the amount of \$89,537.50 in favor of the Plaintiff, State of Indiana, and against Defendant, American Auto Sales of Indiana, Inc.

ALL ORDERED, ADJUDGED AND DECREED on this 27 day of

Jan, 2008.



Judge, Dearborn County Circuit Court

DISTRIBUTION:

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